

IN THE DISTRICT COURT IN AND FOR WAGONER COUNTY,  
STATE OF OKLAHOMA

EILEEN COONCE,

Plaintiff,

vs.

AUTOMOBILE CLUB OF AMERICA  
AAA FIRE & CASUALTY INSURANCE  
COMPANY CSAA FIRE & CASUALTY  
INSURANCE COMPANY

Defendants.

WAGONER COUNTY, OKLAHOMA  
FILED  
IN DISTRICT COURT

MAY 9 - 2017

JAMES E. HIGH  
COURT CLERK

Case No. CJ-15-293  
Judge Darrell Shepherd

AMENDED PETITION

COMES NOW the Plaintiff, Eileen Coonce, by and through her attorneys of record, Mark Stanley of Stanley, Myers & Morgan and for her cause of action against the Defendant alleges and states as follows:

1. At all times hereinafter mentioned, the Plaintiff was and is a resident of Wagoner County, State of Oklahoma.
2. That at all times hereinafter mentioned, the Defendant Automobile of America, is an insurance company licensed under the laws of Indiana and doing business in Wagoner County, State of Oklahoma.
3. That at all times hereinafter mentioned, the Defendant AAA Fire & Casualty Insurance Company, is an insurance company licensed under the laws of Indiana and doing business in Wagoner County, State of Oklahoma.
4. That at all times hereinafter mentioned, the Defendant CSAA Fire & Casualty Insurance Company, is an insurance company licensed under the laws of Indiana and doing business in Wagoner County, State of Oklahoma.

EXHIBIT

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5. That this action arises out of contract entered in Wagoner County, State of Oklahoma.
6. This Court has jurisdiction of the parties hereto and the subject matter hereof.
7. That Plaintiff was the beneficiary of a home owners' insurance policy issued by the Defendant Automobile Club of America.
8. That Plaintiff was the beneficiary of a home owners' insurance policy issued by the Defendant AAA Fire & Casualty Insurance Company.
9. That Plaintiff was the beneficiary of a home owners' insurance policy issued by the Defendant CSAA Fire & Casualty Insurance Company.
10. That on or about the 15<sup>th</sup> day of February 2014, Plaintiff sustained damage to her residence resulting in property damage.
11. That thereafter Defendant Automobile Club of America has breached the home owner's insurance policy contract herein. Such breach was a bad faith breach.
12. That thereafter Defendant AAA Fire & Casualty Insurance Company has breached the home owner's insurance policy contract herein. Such breach was a bad faith breach.
13. That thereafter Defendant CSAA Fire & Casualty Insurance Company has breached the home owner's insurance policy contract herein. Such breach was a bad faith breach.

**WHEREFORE PREMISES CONSIDERED**, Plaintiff prays that she have and recover a judgment against the Defendants, in an amount exceeding the jurisdictional limits of 28 U.S.C. § 1332, together with interests, costs, and a reasonable attorney fee.

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a horizontal line extending to the right.

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